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DAVID T. MALOOF

DATE FILED: 11/20/07 11:41 Theodore Fremd Avenue, Suite 190

Rye, New York 10580

Telephone (914) 921-1200

Telecopier (914) 921-1023

E-mail: dmaloof@maloofandbrowne.com

MALOOF BROWNE & EAGAN LLC

MEMO ENDORSEDVia Federal Express

November 19, 2007

Honorable P. Kevin Castel
 Daniel Patrick Moynihan U.S. Courthouse
 500 Pearl Street, Room 2260
 New York, NY 10007
 Tel: (212) 805-0262

**Re: Nippon Express U.S.A. (Illinois), Inc. v. M/V Chiang Jiang
 Bridge and Yang Ming Marine Transport Corporation**

Case No.: 06-Civ-0694 (PKC)

Our File: 1412.37

Dear Judge Castel:

We represent the plaintiff Nippon Express in this matter.

We write to advise the Court of a problem which has arisen in connection with the pending motion to dismiss. As the Court is aware, we opposed the motion to dismiss on the basis of a contract between the defendant Yang Ming and a California terminal known as Total Terminals International, LLC. We relied upon this contract because it was provided to us by the defendant Yang Ming and represented to us to be the applicable contract.

We have now been told by Yang Ming's counsel that it was not the applicable contract, but instead there is a separate contract with another terminal known as TransBay. We are in the process of attempting to obtain that contract.

The bottom line is that as a result of this mistake by Yang Ming the opposition that we submitted to the motion is no longer factually correct. Once Yang Ming's counsel clears up the mistake and provides the proper documentation we will promptly submit a new opposition.

We are available if the Court wishes to have a conference.

We thank the Court for its kind consideration.

Respectfully submitted,

David T. Maloof

I intend to address the motion without extended delay. Yang Ming's counsel is directed to file with the Court an affidavit attesting to the contract's production in their production in the course of discovery of the contract with a California terminal. I understood Yang Ming's position is that the contract is immaterial to the motion. Affidavit due December 3, 2007. due December 7 via fax. the applicable time frame.

SO ORDERED. 11-20-07

cc: **Via Facsimile- 212-385-1605**

Paul Keane, Esq.

Mahoney & Keane, LLP

Attorneys for Defendant